HomeLend™

Bendigo and Adelaide Bank Limited Phone Banking and e-banking Conditions for NMMC HomeLend™ Customers

Electronic Banking Conditions of Use

Dated 16 June 2015

National Mortgage Market Corporation Pty Ltd. ABN 52 006 325 640
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About this document

HomeLend™ mortgage loan accounts are provided by NMMC as manager and STL as credit provider. BPAY® and BPAY View® are registered to BPAY Pty Ltd ABN 69 079 137 518.

NMMC HomeLend™ customers may access Phone Banking and e-banking facilities provided by Bendigo Bank, under the following terms and conditions.

This document applies to the use of Bendigo Phone Banking and Bendigo e-banking on HomeLend™ accounts provided by NMMC as manager. You should keep this document for your future reference.

Where personal accounts provided by Bendigo Bank are referenced within this document or transacted upon by you, please refer also to the Bendigo Personal Accounts and Facilities Terms & Conditions and to the Schedule of Fees, Charges and Transaction Account Rebates provided by Bendigo Bank in respect of those accounts. If you wish to obtain these documents, please contact Bendigo Customer Contact and Care on **1300 BENDIGO** (1300 236 344) to arrange for them to be sent to you.

For all enquiries regarding Bendigo Phone Banking and Bendigo e-banking, please contact Bendigo Customer Contact and Care on **1300 BENDIGO** (1300 236 344).

For all enquiries regarding your HomeLend™ accounts, including to request copies of any documents relating to HomeLend™ accounts that are referenced within this document, please telephone **NMMC Customer Service** on **1800 061 091**.

Your home loan agreement

Where your HomeLend™ account is a HomeLend™ mortgage loan account (either a term loan account designated H1, H2, H3 or H4, or a line of credit loan account designated H5), this document forms part of your home loan contract/agreement with STL and NMMC, as specified in your full home loan documentation (as amended by NMMC from time to time).

The conditions of this document apply to the extent that the electronic banking facilities given herein apply to your particular HomeLend™ mortgage loan account, where not all electronic banking features detailed may necessarily be available on all types of HomeLend™ accounts.

Security note

Neither Bendigo Bank nor NMMC will ever ask you for specific banking details such as your telephone or online banking PINs, passwords, credit card numbers, card verification value numbers or account numbers.

You should treat any telephone call, letter or email as suspicious if it purports to be from Bendigo Bank or NMMC and your secure banking information is being requested.

Under no circumstances should you divulge your details.

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Part 1: Meaning of words

"access method" means any method we make available to you to give us authority to act on instructions when using electronic equipment. An access method consists of one or more components (including, but not limited to, a PIN, password, access number or any combination of these) that does not include a method requiring the user's manual signature where the comparison of the manual signature with the written specimen signature is the principal means of authenticating your authority to give us an instruction.

"access number" means the number(s) we issue to you to enable access to Bendigo Phone Banking or Bendigo e-banking.

"account" means an account or accounts we or NMMC as applicable establish in your name or in your name jointly with another person(s).

"authentication key" means a random six digit number generated by a security token as a security measure in respect of e-banking. This should be entered on request when you have a security token attached and activated for your access number.

"authorised user" means any third party authorised by you to use Bendigo Phone Banking or Bendigo e-banking to access or access and operate your nominated account and who is registered with us as an authorised user for use of Bendigo Phone Banking or Bendigo e-banking.

"Bendigo Bank equipment" means electronic equipment controlled or provided by or on behalf of us to facilitate EFT transactions.

"Bendigo Customer Contact and Care" is our delivery channel for services accessed through the telecommunications network. Through Bendigo Customer Contact and Care you are able to gain access to and use the following services:

- Bendigo Phone Banking;
- Bendigo e-banking;
- Bendigo Customer Contact and Care call centre;
- Secure Email, a feature of e-banking which enables you to send and receive (secure) messages to and from Bendigo Bank.

"Bendigo Bank system" means an electronic system, communications system or software controlled or provided by or on behalf of us to facilitate EFT transactions.

"Bendigo e-banking" means the service we offer from time to time by which you can access and transact on a nominated account by using an internet enabled device and accessing our website via the NMMC website www.nmmc.com.au.

"Bendigo Phone Banking" means the service we offer from time to time by which you can access and transact on a nominated account by telephoning **1300 BENDIGO** (1300 236 344).

"BPAY conditions" means the terms and conditions applying to the BPAY scheme as set out in Part 5 of this document.

"BPAY scheme" means the electronic payments scheme operated by BPAY Pty Ltd through which you instruct us to make payments to billers who can accept payments made to them through this scheme.

"BPAY payments" means payments which you have instructed us to make through the BPAY scheme to billers who can accept payments made to them through that scheme.

"BPAY View biller" means a biller who can accept payments through the BPAY system.

"BPAY View billing error" means any of the following:

(a) If you have successfully registered with BPAY View:

- failure to give you a bill (other than because you failed to view an available bill);
- failure to give you a bill on time (other than because you failed to view an available bill on time);
- provision of a bill to the wrong person; and
- provision of a bill with incorrect details.

(b) Provision of a bill where you have unsuccessfully attempted to deregister from BPAY View.

"business day" means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

"ePayments Code" means the ePayments Code of Conduct, as amended from time to time. We warrant that we will comply with the requirements of the ePayments Code.

"EFT transaction" means a transfer of funds initiated by an instruction through electronic equipment using an access number, password or PIN to debit or credit an account. An EFT transaction includes, without limitation, a transaction undertaken using Bendigo Phone Banking or Bendigo e-banking.

"electronic equipment" includes but is not limited to an electronic terminal, computer, television and telephone.

"HomeLend™ account" means any account of an NMMC HomeLend™ product established in your name or in your name jointly with another person(s) by NMMC. A reference to a HomeLend™ account is to be taken to mean either a HomeLend™ account specifically or any HomeLend™ account in your name generally as applicable by context of the reference.

"law" means common law, principles of equity and laws made by parliament (including regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them).

"NMMC" means National Mortgage Market Corporation Pty Ltd, ABN 52 006 325 640, the manager of your HomeLend™ account(s).

"nominated account" means any of the accounts nominated by you from time to time for use with Bendigo Phone Banking or Bendigo e-banking or the Pay Anyone service.

"password" means the word or sequence of numbers and/or letters nominated by you that may be required for identification purposes in order to access your account or to access Bendigo e-banking.

"PIN" means the Personal Identification Number issued by us, or selected by you to use to access Bendigo Phone Banking or Bendigo e-banking.

"security token" is a device used for providing an authentication for e-banking. A security token can be attached to your logon, nominated account or any e-banking service as covered by this document. Two models are currently available.

- The Professional Security Token is a security token which you can hold in your hand. It has a small keypad like a calculator and requires the entry of a PIN for generation of a one-time code for use in e-banking during each logon sequence or payment authentication. The keypad has a cover to protect it from accidental pressing of the keys.
- The One-Touch Security Token is a security token which is a convenient keyring size. With the touch of one button it generates a one-time code for use in e-banking during each logon sequence or payment authentication.

"STL" means Sandhurst Trustees Limited, ABN 16 004 030 737, Australian Credit Licence 237906, the credit provider in respect of your HomeLend™ accounts.

"**terms and conditions**" means all parts of this document subtitled "Electronic Banking Conditions of Use".

"we", "us" and **"our"** means Bendigo and Adelaide Bank Limited, ABN 11 068 049 178, AFSL/Australian Credit Licence 237879. We provide Bendigo Phone Banking and Bendigo e-banking to you as agent for NMMC and STL, in order to enable you to access your HomeLend™ accounts.

"you" and **"your"** means the holder of an account or if there is more than one of you, all of you jointly and each of you severally. The singular refers to the plural and vice versa.

A reference to:

- a document includes any variation or replacement of it; and
- any thing includes the whole and each part of it.

All examples used in this document are for illustrative purposes only.

Part 2: Bendigo Phone Banking and Bendigo e-banking

This part and Part 3 below apply if you register for access to Bendigo Phone Banking or Bendigo e-banking.

1. Applying for Bendigo Phone Banking or Bendigo e-banking

1.1 We provide Bendigo Phone Banking and Bendigo e-banking to you as agent for NMMC and STL.

1.2 You may apply for access to Bendigo Phone Banking or Bendigo e-banking by telephoning **NMMC Customer Service** on **1800 061 091** to commence registration. Registration will be completed through Bendigo Customer Contact and Care who will provide your Bendigo Phone Banking and Bendigo e-banking access details. Approval of an application is at our discretion.

1.3 When you complete your registration for Bendigo Phone Banking by telephone or for Bendigo e-banking by logging on to the website www.nmmc.com.au, you may be asked to consider the Bendigo Personal Accounts and Facilities Terms & Conditions. Any reference in the context of electronic banking to the Bendigo Personal Accounts and Facilities Terms & Conditions is to be taken as meaning the terms and conditions contained within this Electronic Banking Conditions of Use document, as they relate to your HomeLend™ accounts.

1.4 You must be an Australian resident and at least 12 years of age to be eligible for Bendigo Phone Banking or Bendigo e-banking.

2. Access numbers, Passwords and PINs

2.1 If we approve your application, we will provide you with an access number and a temporary PIN or password. The temporary PIN or password is valid for five days from the date of issue. Before the end of that five day period you must use that access number and temporary PIN or password to access Bendigo Phone Banking or Bendigo e-banking for the first time. You will then be asked to select and enter a PIN or password and to re-enter the same PIN or password to confirm.

2.2 You acknowledge and accept that:

(a) the access number we issue you, together with your selected PIN or password, is the means by which you use Bendigo Phone Banking and Bendigo e-banking and we identify you;

(b) anyone using your access number and PIN or password will be able to have access to and conduct transactions on a nominated account using Bendigo Phone Banking or Bendigo e-banking; and

(c) the use of a security token in Bendigo e-banking will enhance the security of your access.

2.3 You authorise us to act upon all instructions given to us using your access number and PIN or password and subject to any other provision of these terms and conditions, you are liable for any such instructions.

2.4 We may delay acting on an instruction.

2.5 You agree that you are bound by the Bendigo Bank Website Terms of Use when you use our website.

3. Services available using Bendigo Phone Banking and Bendigo e-banking

3.1 By using Bendigo Phone Banking and Bendigo e-banking you may be able to:

(a) review the balance of a nominated account to determine the current or available balance;

(b) transfer funds between nominated accounts;

(c) arrange recurring or future specific date funds transfers (Bendigo e-banking only);

(d) review the transaction history of a nominated account;

(e) select a nominated account and hear or view transaction related details including the date of the transaction, the type of the transaction (such as a withdrawal, BPAY payment or cheque transaction) and the amount;

(f) receive a fax “mini-statement” of transaction related details;

(g) perform selected transaction enquiries;

(h) select an individual or a range of transactions on a nominated account for closer examination;

(i) access Secure Email which enables you to send and receive (secure) messages to and from internal Bendigo Bank departments (Bendigo e-banking only), however you should not submit your sensitive financial information (such as tax file numbers and credit card numbers) via Secure Email;

(j) access Account Notification which allows you to establish account balance thresholds and to nominate methods (including fax and/or email) for notification if the thresholds are exceeded (Bendigo e-banking only);

(k) make BPAY payments;

(l) receive bills and statements electronically via BPAY View (Bendigo e-banking only);

(m) authorise transactions on a nominated account where more than one signatory would normally be required (Bendigo e-banking only; with the Authorisations feature, one signatory to the account can "set up" a transaction for authorisation by other signatories – either real time or at a future date);

(n) opt for electronic and/or paper statements; and

(o) transfer funds using the Pay Anyone service to any account at any financial institution within Australia that is identified by a valid BSB number and account number (Bendigo e-banking only).

4. Equipment

4.1 It is your responsibility to obtain and maintain any electronic equipment (e.g., computer hardware or touchtone telephone) which you may need to have to access Bendigo Phone Banking and Bendigo e-banking.

5. Authorised users

5.1 You may ask us, in writing, to authorise one or more other people to use Bendigo Phone Banking or Bendigo e-banking to access or access and operate a nominated account. Such a person must be registered with us as an authorised user.

5.2 Where there is more than one authorised user you must specify how many of the authorised users must authorise a transaction in order to operate your account. Your instructions in relation to how many authorised users must authorise a transaction in order to operate your account are called operating instructions.

5.3 If you are a company, body corporate, club or association, we may require appointment of authorised users and directions as to operating instructions to be under common seal or authenticated by minutes of a resolution of your directors or governing body.

5.4 We do not have to agree to your request to add an authorised user to your account, but if we agree we may impose conditions. If we do not agree to your request, we will notify you.

5.5 You may request a maximum daily withdrawal limit to apply to your authorised user(s). This limit may include $0 or view only access.

5.6 You can arrange to have the authority of an authorised user cancelled, stopped or revoked, or your operating instructions changed at any time. If you want to do this you must notify us in writing. If you are a company, body corporate, club or association, we may require the revocation of authorisation or change of operating instructions to be under common seal or authenticated by minutes of a resolution of your director or governing body.

5.7 We are entitled to act on all instructions given by your authorised users in accordance with your operating instructions (including appointing a new authorised user or revoking the authority of an authorised user) unless the authorised user is an authorised user who can only access, but not operate, your account, in which case we will only act on the instructions of that person insofar as they relate to accessing your account. We are not required to make any enquiries in relation to any instructions received by an authorised user in relation to the operation of your account. Subject to Part 5: BPAY and Part 7: Pay Anyone service you are wholly liable for any loss or damage you or a third party suffer as a result of us acting upon those instructions.

5.8 These terms and conditions (other than this clause 5) apply to the authorised user in the same way that they apply to you. You should ensure that any authorised user has read these terms and conditions and complies with them as if the authorised user were you. If the authorised user does not comply with these terms and conditions, you will be in default.

5.9 You consent to us giving an authorised user information about your account.

6. Access

6.1 You will only have access to accounts where:

(a) you are an Australian resident; and

(b) the accounts you seek to access, using Bendigo Phone Banking or Bendigo e-banking, are enabled for Bendigo Phone Banking and/or Bendigo e-banking access as given in clause 1; and

(c) you are registered with us as the registered account holder or signatory or have the authority as an authorised user to access or conduct transactions on the accounts; and

(d) we have received no notification or we are unaware that the nominated account is under any dispute of any kind with any other party or entity; and

(e) we have received no notification or we are unaware that an application for bankruptcy or liquidation has been filed either by you, or issued or lodged by another person or entity.

6.2 We recommend the purchase of a security token to ensure the most secure form of access.

6.3 We will make reasonable efforts to ensure the availability of Bendigo Phone Banking and Bendigo e-banking during the hours we have specified from time to time and ensure that information we make available to you through Bendigo Phone Banking and Bendigo e-banking is correct.

6.4 We may block access to Bendigo Phone Banking or Bendigo e-banking at any time without notice if we believe either service is being misused by you or used without your authority.

6.5 Where your access has been blocked due to fraudulent activity, you will be required to purchase a security token, firewall software and anti-virus software, update your operating system and provide proof of the same on your computer before access will be reinstated.

6.6 We can remove your electronic access without giving you notice where you have not accessed the Bendigo e-banking system for at least six months or Bendigo Phone Banking for at least 12 months.

7. Exiting Bendigo e-banking

7.1 If you use Bendigo e-banking you must click on the logoff button when you have finished using the service. This is particularly important in a work environment or another environment where the terminal you are using may be left unattended for a reasonable period of time.

8. Confirmation of transactions

8.1 We will provide you with a transaction receipt number every time you make a transaction on your account using Bendigo Phone Banking or Bendigo e-banking. You should record the transaction receipt number and it should be quoted if you have any queries in relation to that transaction.

8.2 Subject to the requirements of any law, where you carry out a transaction through Bendigo e-banking on our website and we make a transaction record or receipt (which you can save or print) available to you on the website immediately on completion of the transaction, we will not provide you with a paper transaction record or receipt.

9. Our responsibility for Bendigo Phone Banking and Bendigo e-banking

9.1 Subject to any other provisions of these terms and conditions, to the extent permitted by law, we are not liable to you for or in connection with:

(a) any failure, malfunction, delay or error (for any reason) of any equipment, system or software which is not controlled or provided by or on behalf of us (including, without limitation, the telephone, internet enabled device, software and telecommunications and Internet Service Provider services you use to access Bendigo Phone Banking or Bendigo e-banking);

(b) any unavailability or failure (of which you should have been aware) of Bendigo Phone Banking or Bendigo e-banking to accept instructions from you;

(c) any failure of an access number, password or PIN to permit you to access Bendigo Phone Banking or Bendigo e-banking;

(d) disclosure of information relating to your accounts through Bendigo Phone Banking or Bendigo e-banking where the information has been obtained by or in conjunction with any person using your PIN, password or access number; or

(e) any unauthorised access to your information transmitted by us through Bendigo Phone Banking or Bendigo e-banking in relation to a nominated account; or

(f) any failure of an authentication key to permit you to access Bendigo e-banking.

9.2 You acknowledge and accept that Bendigo Phone Banking and Bendigo e-banking may only show transactions and balances current as at the previous business day.

Part 3: Use and security of your access number, security token, password and PIN

This part applies if you have an access number, security token, password or PIN.

10. Protecting your access number, security token, password and PIN

10.1 The security of your access number, security token, password and PIN is very important. You may be liable for unauthorised transactions to which you contribute by not keeping your password and PIN secure. Your liability is governed by clause 13 of Part 4: EFT transactions – PIN generated transactions.

10.2 You must ensure that you:

(a) keep your password and PIN secure and protected;

(b) do not tell anyone your PIN or password;

(c) do not record your PIN anywhere, in electronic or written form, and, in particular, not on the "user guide" provided by us upon registration;

(d) do not select a PIN that is easily identified with you (e.g., your date of birth, your name or part of it or your phone number);

(e) do not select a PIN that is a common or easily guessed combination (e.g., consecutive or repeated numbers such as 1234 or 5555);

(f) do not provide your PIN or password to any person (including a family member or a friend);

(g) do not allow any unauthorised person to observe or hear your PIN or password.

10.3 The following ways of recording a PIN are often deciphered by thieves and it is strongly recommended that these ways are not used for recording PINs:

(a) recording the PIN as a series of numbers with any of them marked, circled or highlighted to indicate the PIN;

(b) recording the PIN with surrounding information that makes it stand out from its context (for instance, a PIN recorded as a four or six digit telephone number where all other numbers are eight digits);

(c) recording the PIN as a string of digits in isolation from other information; and

(d) recording the PIN as a birth date, postcode or telephone number without additional features of disguise.

11. Loss, theft and unauthorised use of your access number, security token, password or PIN

11.1 You must notify us immediately if:

(a) any record you may have of your PIN or password, or any record your authorised user may have of their PIN or password, is lost or stolen;

(b) you become aware or suspect another person knows your PIN or password or has used your PIN or password without your authority;

(c) someone steals the security token from you;

(d) you lose your security token.

In Australia contact Bendigo Bank on:
Bendigo Customer Contact and Care on **1300 BENDIGO** (1300 236 344) between 8:00 am – 8:00 pm: Monday to Friday, 9:00 am – 4:00 pm: Saturday and 10:00 am – 4:00 pm: Sunday (Victorian time); or
After Hours Hotline 1800 035 383 (this service is available 24 hours a day, seven days a week).
Overseas: By telephone on 61 3 5485 7872 or by fax on 61 3 5485 7613.

11.2 Any unreasonable delay in notifying us may expose you to liability for losses incurred as a result of unauthorised access or transactions. Liability for unauthorised transactions is set out in clause 13 of Part 4: EFT transactions – PIN generated transactions.

11.3 You are not liable for any unauthorised transactions which could have been prevented during any period of unavailability of the contact points as given in clause 11.1, as long as you notify us within a reasonable time of a contact point becoming available.

11.4 When you report the loss, theft or unauthorised use of your PIN or password, you will be given a notification number which you should retain as evidence of the date and time of your report.

11.5 You should confirm any verbal notification in writing as soon as possible.

Part 4: EFT transactions – PIN, Password and/or access number generated transactions

This part applies to EFT transactions.

12. Liability for authorised transactions

12.1 You are responsible for all transactions carried out using an access number, password or PIN by you or by anyone else with your knowledge and consent.

12.2 If Bendigo Bank equipment or a Bendigo Bank system malfunctions after having accepted your instructions or fails to complete the transaction in accordance with your instructions resulting in loss to you of some or all of the amount of a transaction, we will correct that loss by making any necessary adjustments to your account, including an adjustment of any interest or fee. If you consider that you have incurred additional losses as a consequence of the malfunction you may make a claim for any such loss.

12.3 If you are aware or should have been aware that the Bendigo Bank equipment or Bendigo Bank system was unavailable for use or was malfunctioning then our responsibility will be limited to the correction of errors in your account and the refund of any fee imposed as a result.

12.4 We may withdraw electronic access to your account without prior notice to you in the event of any Bendigo Bank equipment or Bendigo Bank system malfunction.

13. Liability for unauthorised transactions

13.1 You will not be liable for losses arising out of:

(a) unauthorised transactions where it is clear that you have not contributed to the loss; or

(b) the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or their agents and employees; or

(c) any component of an access method that is forged, faulty, expired or cancelled; or

(d) unauthorised transactions occurring after you have notified us as required by these terms and conditions that the security of a PIN or access number has been breached; or

(e) transactions which require the use of a PIN, password or access number forming part of your access method and that occurred before you had received that PIN, password or access number (including a reissued PIN, password or access number); or

(f) the same transaction being incorrectly debited more than once to the same account;

13.2 You are liable where we can prove on the balance of probability that you have contributed to the losses in any of the following ways:

(a) through your fraud; or

(b) by you voluntarily disclosing the PIN or password to anyone, including a family member or friend; or

(c) by keeping a record of your access number and PIN or password (without making any reasonable attempt to protect the security of the records) on the one article, or on several articles so that they are liable to loss or theft simultaneously; or

(d) where we permit you to select or change a PIN or password, by selecting numbers which represent the user's birth date or letters which are a recognisable part of their names, if immediately before this was done we specifically warned you not to do so and that you might incur liability by doing so; or

(e) by acting with extreme carelessness in failing to protect the security of the PIN or password; or

(f) where the ePayments Code requires, that the recording or voluntary disclosure of one or more but not all of the codes forming part of the access method was the dominating contributing cause of the loss.

13.3 In these cases, you will be liable for the actual losses which happened before you notified us that the security of a PIN or password forming part of the access method had been breached, but you will not be liable for any of the following amounts:

(a) that portion of the losses incurred on any one day which exceeds the applicable daily withdrawal limits; or

(b) that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period; or

(c) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit); or

(d) all losses incurred on any accounts which we and you had not agreed could be accessed using the access method; or

(e) any losses incurred as a result of conduct we expressly authorised you to engage in; or

(f) any losses incurred as a result of you disclosing, recording or storing a PIN or password in a way that is required or recommended for the purposes of using an account access service (such as when you provide your codes to an aggregator service or store your codes in an electronic wallet on your computer) which is expressly or impliedly promoted, endorsed or authorised by us.

13.4 Where we can prove on the balance of probability that you have contributed to the losses by unreasonably delaying notification after becoming aware that the security of all the codes forming part of the access method has been breached, you are liable for the actual losses which occur between when you became aware and when we were actually notified, but you are not liable for any of the following amounts:

(a) that portion of the losses incurred on any one day which exceeds any applicable daily withdrawal limits;

(b) that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;

(c) that portion of the total losses incurred on any account which exceeds the balance of that account;

(d) all losses incurred on any accounts which you and we had not agreed could be accessed using the access method.

13.5 Where we cannot prove you were liable under clauses 13.2 or 13.4 and a PIN, password or access number was required to perform the unauthorised transaction, you will be liable for the least of:

(a) $150; or

(b) the balance of those accounts (including any prearranged credit) which you and we have agreed may be accessed using the access method; or

(c) the actual loss at the time we were notified that the security of the codes forming part of the access method had been breached (excluding that portion of the losses incurred on any one day which exceeds any applicable daily withdrawal or other periodical withdrawal limits).

13.6 You authorise us to debit any amount for which you are liable under this clause 13 to your account.

Part 5: BPAY

This part applies if you ask us to make a BPAY payment on your behalf.

14. About the BPAY scheme

14.1 The BPAY scheme is an electronic payments scheme through which you can ask us to make payments to billers who inform you that you can make BPAY payments to them through the BPAY scheme.

14.2 We are a member of the BPAY scheme and we will inform you if we are no longer a member.

14.3 You can make BPAY payments through the BPAY scheme from a nominated account only if you have access to Bendigo e-banking or Bendigo Phone Banking.

14.4 We are not acting as your agent or the agent of the biller when we make a BPAY payment on your behalf.

15. Using the BPAY scheme

15.1 When you tell us to make a BPAY payment, you must provide us with the following information:

(a) the account from which the BPAY payment is to be debited;

(b) the BPAY biller code of the biller to be paid;

(c) the amount of the BPAY payment; and

(d) the biller customer reference number.

15.2 You acknowledge and accept that we are not obliged to effect a BPAY payment if you do not give to us all of the above information or give us inaccurate information.

15.3 We will then debit the account you specify with the amount of that BPAY payment.

15.4 We may decide not to make the BPAY payment if there are insufficient cleared funds or there is insufficient available credit in the specified account at the time you have told us to make that payment.

16. Payments

16.1 We may impose restrictions on the accounts from which a BPAY payment may be made or impose limits on the amount of BPAY payments.

16.2 We will not accept an instruction to stop a BPAY payment once you have instructed us to make that BPAY payment except for future dated payments which can be cancelled before the due payment date.

16.3 Billers who participate in the BPAY scheme have agreed that a BPAY payment you make will be treated as received by the biller to whom it is directed:

(a) on the date that you make that BPAY payment, if you tell us to make the BPAY payment before our payment cut-off time on a business day (for payment cut-off times see clause 20 below);

(b) on the next business day, if you tell us to make a BPAY payment after our payment cut-off time on a business day or on a non-business day; or

(c) on the day or next business day you have nominated for a scheduled payment to take place.

16.4 A delay may occur in the processing of a BPAY payment where:

(a) there is a public or bank holiday on the day you tell us to make a BPAY payment;

(b) you tell us to make a BPAY payment either on a day which is not a business day or after our payment cut-off time on a business day;

(c) another financial institution participating in the BPAY scheme does not comply with its obligations under the BPAY scheme;

(d) a biller fails to comply with its obligations under the BPAY scheme.

16.5 Although a delay in processing a BPAY payment is not expected to continue for more than one business day, you acknowledge and accept that a delay may continue for a longer period.

17. If the amount of a payment to a biller is incorrect

17.1 You must ensure that the information in relation to each BPAY payment is correct. If you discover that you have instructed us to make a payment to a biller for an incorrect amount:

(a) if the amount you instructed us to pay is greater than the required amount, contact the biller for a refund; or

(b) if the amount is less than the required amount, you should make a further BPAY payment for the difference.

18. When a biller cannot process a payment

18.1 If we are notified that your BPAY payment cannot be processed by a biller, we will:

(a) notify you;

(b) credit your account for the amount of the BPAY payment; and

(c) if you request, take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

19. Suspension of BPAY

19.1 We may suspend your right to participate in the BPAY scheme at any time if you are suspected of acting in a fraudulent manner.

20. Cut-off times

20.1 If you instruct us to make a BPAY payment before the time specified below, it will in most cases be treated as having been made on the same day.

Cut-off times:
Monday – Friday: 5:00 pm Victorian time
Saturday, Sunday and public holidays:
Processed next business day.

20.2 BPAY payments may take longer to be credited to a biller if you tell us to make a BPAY payment on a Saturday, Sunday or public holiday or if the biller does not process a payment as soon as they receive its details.

21. Liability for mistaken payments, unauthorised transactions and fraud

21.1 You must notify us immediately if you:

(a) become aware that you may have made a mistake (except in relation to the BPAY payment amount – see clause 17.1) when instructing us to make a BPAY payment;

(b) did not authorise a BPAY payment from your account;

(c) believe the BPAY payment was not processed in accordance with your instructions (including delays);

(d) think you have been fraudulently induced to make a BPAY payment.

21.2 We will attempt to rectify any such matters in relation to your BPAY payment in the way described in this clause. If a BPAY payment is made on your account without your knowledge or consent, liability for that unauthorised BPAY payment will be determined in accordance with clause 13 in Part 4: EFT transactions – PIN, Password and/or access number generated transactions. Otherwise, except as set out in this clause 21, we will not be liable for any loss or damage you suffer as a result of using the BPAY scheme.

21.3 If a BPAY payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your account has been debited with the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount within 20 business days of us attempting to do so from the person who received the amount of that payment, you must pay us that amount and you authorise us to debit that amount to your account.

21.4 If a BPAY payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment, and you authorise us to debit that amount to your account, if:

(a) we cannot recover that amount within 20 business days of us attempting to do so from the person who received it; and

(b) the payment was made as a result of a payment direction which did not comply with any requirements we may have for such payment directions.

21.5 If a BPAY payment is induced by the fraud of a person involved in the BPAY scheme, then that person should refund you the amount of the fraud induced payment. However, if that person does not refund you the amount of the fraud induced payment, you must bear that loss (and you authorise us to debit the amount of the fraud induced payment to your account) unless some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud induced payment.

21.6 If a BPAY payment you have made falls within the type described in clause 21.3 and also clause 21.4 or 21.5, then we will apply the principles set out in clause 21.4. If the BPAY payment you have made falls within both the types described in clauses 21.3 and 21.5, then we will apply the principles set out in clause 21.5.

21.7 You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:

(a) did not observe any of your obligations under these BPAY conditions; or

(b) acted negligently or fraudulently in connection with the other terms and conditions of your account.

21.8 If you tell us that a BPAY payment made from your account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY payment, including your customer reference number and such information as we reasonably require to investigate the BPAY payment. We are not obligated to investigate or rectify any BPAY payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY payment.

21.9 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY scheme, other than any loss or damage which is due to our negligence or a breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

Part 6: BPAY View

This part applies if you use the BPAY View service.

22. About the BPAY View service

22.1 The BPAY View service is a feature of the BPAY system that allows you to receive bills and statements online. Bills and statements are delivered via email and you will receive a message when you log on to Bendigo e-banking. BPAY View is only available if you have access to Bendigo e-banking.

23. Registering/Deregistering for the BPAY View service

23.1 You need to register in order to use BPAY View. You register by logging on to Bendigo e-banking via www.nmmc.com.au and follow the prompts. BPAY View is only available from the time we notify you of its availability. You must have a current valid email address to register for this service.

24. Security token

24.1 In order to gain access to the BPAY View service you will be required to use a security token. A security token and PIN is an additional security feature to prevent unauthorised access to your account. A fee will apply to this service. Loss of or damage to your security token may incur a replacement fee. See the Schedule of Fees and Charges (NMMC) document. If you have obtained a security token in connection with Bendigo e-banking, you can use the same security token for BPAY View.

24.2 Your security token is used to authenticate BPAY View and the delivery of your bills and bill information via Bendigo e-banking and involves the use of a PIN to generate authentication codes. You acknowledge and accept that in conjunction with your Bendigo e-banking access ID and PIN:

(a) the security token we issue you, together with your selected PIN, is the means by which you access BPAY View; and

(b) anyone using your security token and PIN will be able to have access to BPAY View.

24.3 You authorise us to act upon all instructions given to us using your security token and PIN and subject to any other provision of these terms and conditions, you are liable for any such instructions.

25. Protecting your security token and PIN

25.1 The security of your security token and PIN is very important. You must ensure that you:

(a) keep your security token and PIN secure and protected;

(b) do not tell anyone your PIN;

(c) do not record your PIN anywhere, in electronic or written form;

(d) do not select a PIN that is easily identified with you (e.g., your date of birth, your name or part of it or your phone number);

(e) do not select a PIN that is a common or easily guessed combination (e.g., consecutive or repeated numbers such as 1234 or 5555);

(f) do not provide your PIN or security token to any person (including a family member or a friend); and

(g) do not allow any unauthorised person to observe or hear your PIN.

25.2 You must:

(a) keep your security token in a safe place;

(b) check regularly that you have your security token in your possession.

26. Cancellation of BPAY View

26.1 We may at our absolute discretion cancel your access to BPAY View at any time without notice to you. Without limiting the circumstances in which we may cancel access, we may cancel access if:

(a) we believe either your security token or your PIN is being used, or will be used, in a way that will cause loss to you or us;

(b) you breach any of these terms and conditions;

(c) you do not use Bendigo e-banking for six months; or

(d) the security or quality of the service is threatened.

26.2 If we cancel your access to BPAY View we will notify you as soon as possible.

27. Nominating BPAY View billers

27.1 You must nominate the BPAY View billers you wish to receive bills and statements from. You can delete a BPAY View biller from your list of nominated BPAY View billers at any time. Deletion is effective immediately and the BPAY View biller will be notified.

28. Collection and disclosure of personal information

28.1 You authorise us to disclose to the BPAY View billers nominated by you:

(a) such of your personal information (e.g., your name, email address and the fact that you are our customer) as is necessary to enable BPAY View billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and

(b) that an event referred to in clauses 31.1(b), 31.1(c), 31.1(d), 31.1(e), 31.1(f) or 31.1(g) has occurred.

28.2 You authorise us or a nominated BPAY View biller (as appropriate) to collect data about whether you access your emails, Bendigo e-banking and any link to a bill or statement.

29. Notice of bills or statements

29.1 If you register for access to BPAY View, you will receive bills and statements electronically and you agree that this satisfies the legal obligations (if any) of a BPAY View biller to give you bills and statements. For the purpose of this clause we act as the agent for each BPAY View biller nominated by you in providing the message or email containing or linking to the bill or statement.

29.2 If you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:

(a) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and

(b) at the email address nominated by you.

29.3 If you receive notification of a bill or a statement via a message when you log on to Bendigo e-banking (i.e., without an email) then that bill or statement is received by you:

(a) when the notification is available through Bendigo e-banking, whether or not you choose to access Bendigo e-banking; and

(b) at Bendigo e-banking.

29.4 Bills and statements delivered to you will remain accessible through Bendigo e-banking for the period determined by the BPAY View biller, up to a maximum of 18 months. If you do not use Bendigo e-banking for six months we may determine that you are not actively using BPAY View and may delete all bills and statements at any time after making that determination.

30. Your obligations

30.1 You must:

(a) contact the BPAY View biller direct if you have any queries in relation to bills or statements;

(b) check your emails or log on to Bendigo e-banking at least once a week;

(c) tell us if you are unable to gain access to your email or Bendigo e-banking or a link to a bill or statement for any reason;

(d) ensure your mailbox can receive email notifications (e.g., it has sufficient storage space available); and

(e) tell us if your contact details (including email address) change.

31. Paper bills and statements

31.1 You may receive paper bills and statements from a BPAY View biller instead of electronic bills and statements:

(a) if you request a BPAY View biller to provide paper bills and statements (a fee may be charged by the applicable BPAY View biller for supplying the paper bill or statement to you if you ask for this in addition to the electronic form);

(b) if you deregister from BPAY View;

(c) if the BPAY biller ceases to participate in the BPAY system;

(d) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;

(e) if your email address is incorrect or cannot be found and/or your email is returned to us undelivered;

(f) if we are aware that you are unable to gain access to your email or Bendigo e-banking or a link to a bill or statement for any reason; or

(g) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

32. BPAY View billing errors

32.1 You agree that if a BPAY View billing error occurs:

(a) you must immediately upon becoming aware of the BPAY View billing error take all reasonable steps to minimise any loss or damage caused by the BPAY View billing error, including contacting the applicable BPAY View biller and obtaining a correct copy of the bill; and

(b) the party who caused the BPAY View billing error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable BPAY View biller due to any consequential late payment and as a result of the billing error.

32.2 You agree that for the purpose of this clause you are responsible for a BPAY View billing error if the BPAY View billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

Part 7: Pay Anyone service

This part applies if you use the Pay Anyone service.

33. About the Pay Anyone service

33.1 The Pay Anyone service is an online service that allows you to transfer funds directly to any account at any financial institution within Australia that is identified by a valid BSB number and account number. You can only transfer funds using the Pay Anyone service if you have access to Bendigo e-banking.

33.2 Once activated, you can arrange to set up regular and future dated transfers to any account at any financial institution within Australia that is identified by a valid BSB number and account number.

34. Registering/Deregistering for the Pay Anyone service

34.1 You can contact Bendigo Customer Contact and Care on **1300 BENDIGO** (1300 236 344) to register for the Pay Anyone service. On registration, you will be required to set a daily Pay Anyone limit. You can only register on the phone for a daily Pay Anyone limit up to $5,000. For limits greater than $5,000, you will be required to complete an application form which is available from your nearest Bendigo Bank branch.

34.2 You may disable (or deregister) your access or the access of your authorised user to the Pay Anyone service by contacting Bendigo Customer Contact and Care on **1300 BENDIGO** (1300 236 344) or by calling 1800 035 383 outside Bendigo Customer Contact and Care business hours of operation. Your authorised user may disable (or deregister) their access at any time without your consent.

35. Using the Pay Anyone service

35.1 When you tell us to make a Pay Anyone transfer, you must provide us with the following information:

(a) the account from which you want us to debit the Pay Anyone transfer;

(b) the correct account number of the person or business to whom you wish to transfer funds;

(c) the correct BSB number of the financial institution at which the account to whom you wish to transfer funds is held;

(d) a reference number; and

(e) the amount of the Pay Anyone transfer.

35.2 You acknowledge and accept that we are not obligated to effect a Pay Anyone transfer if you do not give us all of the above information or if you give us inaccurate information.

35.3 You authorise us to debit the nominated account you specify with the amount of that Pay Anyone transfer.

36. Payments

36.1 We may impose restrictions on the accounts from which a Pay Anyone transfer may be made or impose limits on the amount of Pay Anyone transfers.

36.2 We may decide not to make any payment if there are insufficient funds for withdrawal or there is insufficient credit available in the specified nominated account to be debited on the due payment date.

36.3 Application for access to the Pay Anyone service will require you to purchase a security token. A fee will apply to this service. Loss of or damage to your security token may incur a replacement fee. See the Schedule of Fees and Charges (NMMC) document.

36.4 A delay may occur in the processing of a Pay Anyone transfer where:

(a) there is a public or bank holiday on the day you instruct us to make a Pay Anyone transfer;

(b) you instruct us to make a Pay Anyone transfer on a day which is not a business day or after our payment cut-off time on a business day (for payment cut-off times see clause 40 below).

37. If a transfer amount is incorrect

37.1 You must ensure that the information you give us in relation to each Pay Anyone transfer is correct. If you discover that we have been instructed to make a transfer for an incorrect amount:

(a) if the amount transferred is greater than the required amount, contact the person or business to whom the funds were transferred to obtain a refund for the excess; or

(b) if the amount transferred is less than the required amount, you can simply make a further Pay Anyone transfer for the difference.

38. Suspension of the Pay Anyone service

38.1 We may suspend your right to use the Pay Anyone service at any time if you are suspected of acting in a fraudulent manner.

39. Limit reductions

39.1 We may reduce your Pay Anyone daily limit during maintenance if you do not use any or part of your limit over a period of time. We will notify you in writing at least 20 days before taking such action.

40. Cut-off times

40.1 If you or your authorised user instruct us to transfer funds before the time specified below, the transfer will be processed overnight on that business day. Subject to the financial institution to whom the funds are being transferred, the payment will in most cases settle on the next business day.

Cut-off times:
Monday – Friday: 7:00 pm Victorian time.
Saturday, Sunday and public holidays:
Processed next business day.

40.2 Pay Anyone transfers may take longer to be credited if you tell us to make a Pay Anyone transfer on a Saturday, Sunday or public holiday or if the financial institution does not process a payment as soon as they receive its details.

41. Liability for mistaken payments, unauthorised transactions and fraud

41.1 You must notify us immediately if you:

(a) become aware that you may have made a mistake (except in relation to the Pay Anyone transfer amount – see clause 37 above, or in relation to paying funds to an unintended recipient – see clause 42 below) when instructing us to make a Pay Anyone transfer;

(b) did not authorise the Pay Anyone transfer from your account;

(c) believe a Pay Anyone transfer was not processed in accordance with your instructions (including delays);

(d) think you have been fraudulently induced to make a Pay Anyone transfer.

41.2 We will attempt to rectify any such matters in relation to your Pay Anyone transfer in the way described in this clause. If a Pay Anyone transfer is made on your account without your knowledge or consent, liability for that unauthorised Pay Anyone transfer will be determined in accordance with clause 13 in Part 4: EFT transactions – PIN, password and/or access number generated transactions. Otherwise, except as set out in this clause 41, we will not be liable for any loss or damage you suffer as a result of using the Pay Anyone service.

41.3 You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:

(a) did not observe any of your obligations under the terms and conditions in this part; or

(b) acted negligently or fraudulently in connection with the other terms and conditions.

41.4 We are not liable for any consequential loss or damage you suffer as a result of using the Pay Anyone service other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

42. Mistaken internet payments

42.1 If you have made a mistaken internet payment, you should report it to us as soon as possible. We will investigate your reported mistaken internet payment and inform you of the outcome in writing within 30 business days of your report.

42.2 If we are satisfied that a mistaken internet payment has occurred, we will contact the receiving bank. We are not required to take any further action if we are not satisfied that a mistaken internet payment has occurred.

42.3 If the receiving bank is also satisfied that a mistaken internet payment has occurred the next actions will depend on whether the unintended recipient has sufficient funds available in their account.

42.4 Where the unintended recipient has sufficient funds available in their account, the process depends on when you reported the mistaken internet payment.

(a) If you made the report within 10 business days, the receiving bank will withdraw the funds from the unintended recipient's account.

(b) If you made the report between 10 business days and seven months, the receiving bank will give the unintended recipient 10 business days to establish that they are entitled to those funds. If the unintended recipient does not establish that they are entitled to the funds, the receiving bank will withdraw the funds from the unintended recipient's account.

(c) If you made the report after seven months, the receiving bank may try to get the consent of the unintended recipient to return the funds. If the unintended recipient consents, the receiving bank will withdraw those funds from the unintended recipient's account.

42.5 Where the unintended recipient does not have sufficient funds available in their account, the receiving bank will use reasonable endeavours to retrieve the funds from the unintended recipient.

42.6 Where the receiving bank withdraws the funds from the unintended recipient's account, the receiving bank will return the funds to us. We will then return the funds to you.

42.7 We are not required to credit your account for the amount of an incorrect Pay Anyone payment pending investigation of your report.

42.8 We are not required to backdate funds to your account received from an unintended recipient, nor are we required to adjust interest applied to your account.

42.9 If the receiving bank is not satisfied that a mistaken internet payment has occurred the receiving bank may try to get the consent of the unintended recipient to return the funds.

42.10 You will be liable for losses arising from the mistaken internet payment if the receiving bank does not recover the funds from the unintended recipient.

42.11 If you are the unintended recipient of funds and if we are required to withdraw those funds from your account under the ePayments Code (as the receiving bank), you authorise us to withdraw those funds in accordance with the ePayments Code.

42.12 You may complain about the report by contacting us at the Customer Help Centre on telephone 1300 361 911 8:30am – 7:30pm (Victorian time) Monday to Friday. If you are not satisfied with the outcome you may contact the Financial Ombudsman Service on telephone 1300 78 08 08.

42.13 In this clause, the following words have these specific meanings:

"ADI" has the same meaning as "Authorised Deposit-taking Institution" in the Banking Act 1959 (Cth).

"mistaken internet payments" means a payment by a user through a Pay Anyone internet banking facility and processed by an ADI through direct entry where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or account number that does not belong to the named and/or intended recipient as a result of:

(a) the user's error; or

(b) the user being advised of the wrong BSB number and/or account number.

This does not include payments made using BPAY.

"receiving bank" means an ADI who subscribes to the ePayments Code where their customer is the unintended recipient.

"unintended recipient" means the recipient of funds as a result of a mistaken internet payment.

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SUBSIDIARY OF BENDIGO AND ADELAIDE BANK LIMITED

Bendigo and Adelaide Bank Group